SALES—WHAT CONSTITUTES AN UNLAWFUL SALE OF INTOXICATING LIQUORS.—The prohibition law of the state of Georgia makes it unlawful to sell or barter for a valuable consideration intoxicating liquors. Defendant was indicted under this law for exchanging intoxicating liquors for a stolen pair of shoes. The fact that the shoes had been stolen was unknown to defendant at the time of the transaction, but he was later compelled to return them to the rightful owner from whom title had never passed. *Held,* the exchange of intoxicating liquors for stolen property constituted a violation of the statute. *Turner* v. *State* (Ga. 1916), 89 S. E. 538.

The issue in this case is novel. The question, whether or not stolen property is a valuable consideration as required by a statute prohibiting the sale or barter of intoxicating liquors has apparently never come before the courts for decision. The contention of defense is not apparent from the case. The only possible one would seem to be that stolen shoes not being a valuable consideration, the transaction was a gift and not covered by the statute. A gift is not within a statute prohibiting the barter and sale of intoxicating liquors. *Wood* v. *Territory,* 1 Ore. 223; *Commonwealth* v. *Packard,* 71 Mass. (5 Gray) 101; *Finley* v. *State,* 47 S. W. 1015. The court stated, "There was a delivery of the liquor by Turner to Evans, and a delivery of the shoes by Evans to Turner, and it would seem that Turner could not be heard to say that there was no consideration flowing to him in this transaction. He intended making a sale, and the consideration he expected to flow to him was the shoes." This statement would seem to follow the cases holding a barter to be a sale within the statute prohibiting the sale of intoxicating liquors. *Howard* v. *Harris,* 90 Mass. (8 Allen) 297; *Bruce* v. *State,* 36 Tex. Cr. 53; *Commonwealth* v. *Abrams,* 150 Mass. 393. Contra:—*Stevenson* v. *State,* 65 Ind. 409; *Gillan* v. *State,* 47 Ark. 555. However, it was unnecessary for the decision of this case to decide whether a barter is a sale, as the statute expressly prohibited both a sale and a barter of intoxicating liquors.

SPECIFIC PERFORMANCE—OF ORAL AGREEMENT TO EXECUTE WRITTEN CONTRACT.—The complainant contracted orally to purchase the gasoline extracted from the gas controlled by the defendant for five years and it was orally agreed that the contract should be reduced to writing. Later the defendant refused to deliver the writing and repudiated the contract. The complainant then brought a bill in equity praying that the defendant should execute and deliver to the complainant a copy of the contract. The defendant demurred. *Held,* the demurrer should be sustained and relief denied. *Clark* v. *City of Bradford Gas and Power Corp. et al.* (Del. 1916), 98 Atl. 368.

This contract is clearly within the Statute of Frauds, being not performable within the space of a year. It must be noted that the complainant does not base his suit upon the principal oral contract, *i.e.,* the one which was to continue for a period of five years, but rather upon the agreement to reduce the principal contract to writing. This is a clear attempt to evade the Statute of Frauds, because the damages for the breach of this oral agreement would be the same as for the breach of the principal contract. The complainant could not recover on this oral agreement in an action at law. *McLachlin* v. *Village*

of Whitehall, 114 App. Div. 315, 99 N. Y. Supp. 721; *Green* v. *Penna. Steel Co.,* 75 Md. 109, 23 Atl. 139. Whether a court of equity will give relief by requiring such an oral agreement to be reduced to writing is the question in the principal case. The situation is rather an unusual one, but at least two cases hold that equitable relief should be denied. *McKinley* v. *Lloyd,* 128 Fed. 519; *Sarkisian* v. *Teele,* 201 Mass. 607. The leading case of *Glass* v. *Hulbert,* 102 Mass. 24, 3 Am. Rep. 418, which is partially relied upon by the court in the principal case and which is also so strongly criticized by POMEROY in 3 EQUITY JURISPRUDENCE (3rd Ed.) § 867 is clearly distinguishable. That was a case in which reformation of a written contract is asked for by parol evidence—there is no attempt to cause an oral agreement to be reduced to writing. Also, the principal case is not in the category of cases in which a party has made fraudulent representations as to the existence of the writing. BROWNE, STATUTE OF FRAUDS, § 446. It would be strange if the refusal to reduce the agreement to writing would be considered fraud; if it were, every oral agreement to make a written contract could be enforced in equity and the whole effect of the Statute of Frauds nullified. True, equity has seemingly rewritten the statute by allowing specific performance of oral land contracts where there is an independent equity, such as part performance or the making of an outlay. For refusing to extend this evasion of the statute by a process of judicial legislation in cases where, as in the principal case, there is no independent equity, the court is to be commended.

SPECIFIC PERFORMANCE—MUTUALITY OF REMEDY AND ADEQUACY OF LEGAL REMEDY.—A agreed to sell and B to buy a certain number of shares of corporate stock. A dispute arose and A brought a suit for specific performance. The stock was not readily obtainable on the market and was admitted to be of such a nature as to allow B to have specific performance of the contract in case A should refuse to transfer the stock. *Held,* that specific performance should not be granted. *G. W. Baker Mach. Co.* v. *United States Fire Apparatus Co.* (Del. 1916), 97 Atl. 613.

The fact that one party to a contract has the right to specific performance, does not give the other party the same right in case of breach. *Eckstein* v. *Downing,* 64 N. H. 248, 9 Atl. 626, 10 Am. St. Rep. 404; *Lone Star Salt Co.* v. *Texas Short Line Ry. Co.,* 99 Texas 434, 86 S. W. 362; *Hickey* v. *Dole,* 66 N. H. 336, 29 Atl. 793; *Railway Co.* v. *Walworth,* 193 Pa. 207, 44 Atl. 253, 74 Am. St. Rep. 683. The reason for this is not, as is suggested in the principal case, that the powers of the Chancellor are limited by § 3844 of the Code of Delaware, which provides that equity shall have no jurisdiction where the remedy at law is adequate. This is not peculiar to Delaware but it is merely declarative of the general rule of equity. See cases cited above; also for a criticism of the doctrine of mutuality of remedy, 3 COL. L. REV. 1. The court, in the principal case, then denies equitable relief on the theory that A's remedy at law is adequate. It is pointed out that after notice to B, A might have sold the stock at public sale and recovered the difference, however great, in an action at law. 3 SUTHERLAND, DAMAGES, § 647. But for that matter, in case A and not B refused to perform the contract, B might have purchased